DRIVINGLOYALTY

MARKETING PROGRAM - TERMS & CONDITIONS

1. **Program Subscription**. These Terms & Conditions govern DrivingLoyalty's Marketing Program ("***Marketing Program***") subscribed to by Dealer (also "***you***" or "***your***") and, together with the features and services you select through the Apollo® Platform, our Marketing Program's online application ("***Apollo***"), constitute the Dealer Services Agreement ("***Agreement***") between you and DrivingLoyalty.com® (also "***we***", "***us***", or "***our***").

2. **Authorization**. We grant you a non-exclusive, non-transferable, non-sublicenseable, revocable license to use our Marketing Program during the Term, subject to your complying with these Terms & Conditions and all applicable laws and regulations. You appoint us as your advertising agent during the Term and agree not to allow unauthorized third parties to access the Apollo.

3. **Payments**. Your service-specific budgets are set through Apollo and you agree to pay the associated fees in full and on-time. We will invoice you by email 15 days prior to the first day of each campaign month. We may bill non-recurring fees, if any, separately. Payments are due within 10 days of invoice receipt, without setoff, deduction, or delay. Late payments will accrue interest at the lesser of 1% per month or the maximum legally permitted rate. We may increase monthly fees during the Term for our mail services if postal service rates increase; other price changes, if any, are effective upon Term renewal. We may suspend any or all of aspects of the Marketing Program, upon written notice, if you fail to pay all undisputed amounts owed when due. You shall be responsible for any collection costs related to non-payment, including reasonable attorney fees.

4. **Intellectual Property**. Each party retains all rights, title and interest, in and to its Intellectual Property. "***Intellectual Property***" means, with respect to each party, its patents, trademarks, logos, copyrights, trade secrets, and any other intellectual property. We expressly retain all rights, title, and interest to our Marketing Program, including Apollo, and all features and services, and any improvements, updates, modifications or additions thereto. You may not decompile, disassemble, reverse engineer or otherwise attempt to reconstruct, or create derivative products from, the Marketing Program. Any Intellectual Property produced, conceived, or otherwise developed by or for us in connection with the Marketing Program shall be our exclusive property. Each party grants the other a limited, non-exclusive, revocable, non-transferable, non-sublicenseable, royalty-free license to use its approved Intellectual Property solely during the Term and in connection with this relationship, as designated by and in accordance with the guidelines of the granting party, and subject to these Terms & Conditions. Neither party shall remove any of the other party's trademarks, taglines, or associated logos.

5. **Confidentiality**. "***Confidential Information***" means any and all written or oral information disclosed by one party ("***Discloser***") to the other party ("***Recipient***") identified as confidential, any information or data that derives from or reveals any Confidential Information, as well as information that, based on its nature and the circumstances surroundings its disclosure, a reasonable person would consider confidential or proprietary. Confidential Information does not include any information that: (a) was already in possession of Recipient when first disclosed by Discloser; (b) was in the public domain when disclosed to Recipient or enters the public domain through no fault of Recipient; (c) is made available by Discloser to a third party on an unrestricted, non-confidential basis; (d) was lawfully obtained by Recipient from a third party not under any confidentiality obligation to Discloser; (e) was independently developed by Recipient by persons without access to or use of Discloser's Confidential Information or Intellectual Property; or (f) is required to be disclosed under applicable law, provided that, to the extent legally permissible, Recipient shall notify Discloser prior to such disclosure to enable Discloser to seek confidential treatment. With respect to each other's Confidential Information, both parties shall: (a) maintain its confidentiality in accordance with industry standards; (b) use it solely in connection with the Agreement; (c) limit access to those who require it in order to perform their obligations thereunder; (d) require that anyone with access is subject to confidentiality requirements no less restrictive than those contained here; and (e) not attempt to reverse engineer, create derivate works from or using, or otherwise decompile or disassemble.

6. **Data Access and Use**. "***Non-Public Personal Information***" (or "***NPPI***") means any information that, taken individually or in the aggregate, can be used to identify an individual. Each party represents and warrants that, with respect to any NPPI it may have access to under the Agreement, it will: (a) comply with all requirements under applicable law for maintaining its security; (b) use it only as necessary to perform its obligations under the Agreement; (c) obtain in advance all authorizations necessary to provide it to the other party and to permit the other party to collect and use it in accordance with the Agreement; (d) not

provide it to any third party unless authorized, and then only if such party is bound by compliance requirements no less restrictive than those in these Terms & Conditions; and (e) promptly notify the other party, and any third parties required by applicable law, in case of a breach of security and cooperate in responding to any such breach. "***Dealer Data***" means any information about your customers and prospective customers, which may include NPPI, and other proprietary data stored on your electronic systems or networks; Dealer Data is part of your Confidential Information. You grant us and our data vendor DealerVault/Authenticom the right to access and process Dealer Data, on your behalf and only as necessary to provide the Marketing Program. We maintain, and contractually require our data vendors to maintain, administrative, technical, and physical safeguards to protect the security and confidentiality of Dealer Data, as required by applicable laws and in accordance with industry standards. We remain responsible to you for the acts and omissions of any of our agents and subcontractors.

7. **Term and Termination**. The Agreement term ("***Term***") commences on the service launch date ("***Launch Date***"), as set forth in Apollo. Unless otherwise agreed, the Term shall automatically renew for successive Terms of equal length, unless a party notifies the other of non-renewal at least 30 days prior to the end of the then current Term. Either party may terminate the Agreement: (a) for a breach by the other party not cured within 30 days of notice by the non-breaching party; or (b) immediately upon notice if the other party (i) voluntarily commences or has instituted against it, and not dismissed within 60 days, bankruptcy or similar proceedings, (ii) makes an assignment of all or substantially all of its assets, (iii) generally fails to pay its debts when due, or (iv) dissolves or ceases to do business. We may terminate the Agreement upon 5 days' written notice if you fail to pay all amounts owed when due, other than those subject to a good faith business dispute. Your right to access or use the Marketing Program shall cease upon termination or expiration of the Agreement, provided that, except in cases of termination for breach, if you continue to provide us access to Dealer Data, you may continue to access certain features of Apollo for 90 days from the end of such termination or expiration to track your marketing results. At the conclusion of this period, or immediately in case of termination for breach: (x) all licenses granted under the Agreement shall terminate; (y) your right to access Apollo shall cease; and (z) each party shall cease using and return or destroy all of the other party's Intellectual Property and Confidential Information in its possession, including all NPPI and Dealer Data.

8. **Representations and Warranties**. Mutual. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (b) the execution and performance of the Agreement will not conflict with or violate any laws or regulations, including, as applicable, the Gramm-Leach-Bliley Act, the FTC Safeguards Rule, the CAN-SPAM Act, and federal and state Do Not Call registries; (c) the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party, enforceable in accordance with its terms; (d) it will avoid deceptive, misleading or unethical practices that could adversely affect the performance of the other party's obligations under the Agreement or damage the reputation of the other party; and (e) its performance of its obligations under the Agreement will not knowingly violate any other agreement between such party and any third party. By Team Velocity. We further represent and warrant that we will provide the Marketing Program in a professional manner in accordance with industry standards.

9. **Disclaimer**. We exercise no control over, and accept no responsibility for, any third party services or equipment that are outside our control, such as internet access and computer or network equipment, all of which are your responsibility. Accordingly, we do not warrant that the Marketing Program will be uninterrupted, secure, or error-free. You agree to cooperate to enable us to provision the Marketing Program and are responsible for reviewing all advertising materials to confirm they comply with both federal and applicable state laws. Except as expressly set forth herein, and to the maximum extent permitted by law, we disclaim any and all other representations and warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, data accuracy, and title.

10. **Limitation of Liability; Waiver**. Excluding confidentiality breaches and indemnification for third party claims, our total liability under the Agreement shall not exceed the fees we receive during the 12 months prior to the event giving rise to the liability and your total liability shall not exceed the total amounts contracted for under the Agreement. Except for confidentiality breaches and indemnification for third party claims, no party shall be liable for any indirect, incidental, special, consequential, punitive and/or exemplary damages of any kind arising out of or relating to the Agreement, including, but not limited to, lost profits or revenue, business interruption, or loss of business information, even if such party has been advised of the possibility of such damages.

11. **Indemnification**. Mutual. Each party (the "***Indemnifier***") agrees to indemnify and defend the other party and its subsidiaries, affiliates and assigns, and its and theirs officers, directors, members, employees and agents (collectively, the "***Indemnified***") from and against any and all losses, liabilities, damages, or costs (including

reasonable attorneys' fees) ("***Losses***") incurred by the Indemnified resulting from a third party action, suit or proceeding ("***Claim***") resulting from the Indemnifier's: (a) gross negligence or willful misconduct; or (b) a material breach of any of its representations, warranties, and obligations hereunder. By Team Velocity. We further agree to indemnify and defend the Indemnified from any Losses incurred by the Indemnified resulting from a third party Claim alleging that our Marketing Program infringes a US intellectual property right. In the event an infringement Claim occurs or, in our opinion is likely to occur, we may, in our sole discretion: (i) procure the right for you to continue using the infringing service; (ii) repair or modify the service to make it non-infringing; or (iii) cancel the infringing service. This indemnification obligation shall not apply if the alleged infringement arises, in whole or in part, from the: (x) unauthorized modification of our Marketing Program by a party other than us; (y) combination, operation or use of our Marketing Program with software, hardware or technology not provided or approved by us; or (z) unauthorized use of our Marketing Program. This Section states our entire obligation and liability with respect to any Claim of infringement under the Agreement. Procedures. The Indemnified shall promptly inform the Indemnifier of any Claim for which it may be entitled to indemnification. The Indemnifier may direct the defense and settlement of any such Claim, with counsel of its choosing. The Indemnified will provide the Indemnifier, at Indemnifier's expense, with information and assistance reasonably necessary to defend and settle the Claim. The Indemnified shall have the right, but not obligation, at its own expense, to participate in, but not control, the defense of any Claim. The Indemnifier will not settle any Claim without the written consent of the Indemnified, not to be unreasonably withheld or delayed.

12. **Non-Solicitation**. From the Effective Date until 12 months following termination of the Agreement, neither party, without the other party's prior written consent, shall, directly or indirectly, for itself or any third party: (a) solicit or encourage any of the other party's employees to leave their employment; (b) employ or contract with any of the other party's employees; or (c) employ or contract with any person who was employed by the other party during the prior 12-month period. This does not prohibit hiring persons who respond to general employment ads.

13. **Governing Law; Venue**. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of laws principles. Any disputes arising under the Agreement shall be submitted to arbitration by a single arbitrator, conducted by and in accordance with the rules of the American Arbitration Association, in Fairfax County, Virginia. The decision of the arbitrator shall be final and binding on all parties and may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing: (a) either party may seek injunctive relief from any court of competent jurisdiction; and (b) to recover unpaid fees, we may file an action in the federal or state courts located in Fairfax County, Virginia and you hereby submit to such jurisdiction with respect to such action.

14. **Modifications**. Any changes to the Marketing Program, including features, services, budgets and fees, will be made via Apollo. We may modify these Terms & Conditions by posting the revised version online at least 15 days prior to the end of the then current month, effective the 1st of the following month. Within this 15-day period, you may notify us in writing if you wish to terminate the Agreement. We may then choose to: (a) accept the notice of termination; (b) re-modify the Terms & Conditions; or (c) withdraw the modifications with respect to you. Absent such notice, you will be deemed to have accepted the changes. Any special requirements not otherwise addressed in Apollo or these Terms & Conditions will be set forth in the "***Notes***" section of Apollo.

15. **General**. The Agreement: (a) constitutes the entire agreement of the parties and supersedes all prior agreements with respect to its subject matter; (b) will be binding upon and inure to the benefit of the parties, their successors and permitted assigns; (c) creates no agency, partnership or employer-employee relationship between the parties; and (d) has no third party beneficiaries (other than the Indemnifieds with respect only to the provisions under Indemnification). If any provision in the Agreement is deemed invalid, illegal, or otherwise unenforceable, such provision shall be enforced, as nearly as possible, in accordance with the parties' intent; the remainder shall remain in full force and effect. No failure or delay by a party in enforcing the Agreement shall be construed as a waiver of any of its rights under it. No party shall be deemed in default of the Agreement if the performance of its obligations is delayed or prevented by events beyond its reasonable control. Notices may be delivered electronically (or by mail, fax or in person) and shall be deemed served when delivered to the address specified in Apollo; each party shall promptly notify the other of any address change. The Agreement may be signed digitally and/or in counterparts, which together will constitute the whole Agreement. Neither party may assign the Agreement without the prior written consent of the other party, not to be unreasonably withheld, conditioned, or delayed, provided that either party may assign the Agreement upon notice to: (y) a financially solvent affiliate; or (z) a successor-in-interest, as a result of a merger or consolidation or in connection with the sale of all or substantially all of its assets. The provisions of the Agreement that, by their nature, should survive termination of the Agreement, shall survive.